

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

UNITED FIRE & CASUALTY COMPANY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CASE NO. 1:03-cv-1723-DFH-TAB
	)	
ANITA INLOW,	)	
	)	
Defendant.	)	

ENTRY GRANTING MOTION FOR SUMMARY JUDGMENT

Plaintiff United Fire & Casualty Company sold a liability insurance policy to Colonial Village Craftsmen, Inc., a construction company that contracted with Anita Inlow to remodel her home. Inlow was unhappy with the work that was done, and she sued Colonial Village Craftsmen on several theories. Colonial Village Craftsmen tendered the case to United Fire & Casualty for defense and indemnification. United Fire & Casualty brought this action seeking a declaratory judgment that it owed no duty of defense or indemnification, essentially because its coverage did not include claims for breach of contract or poor workmanship.

United Fire & Casualty reached a resolution with Colonial Village Craftsmen and its principals, and the court entered a separate final judgment finding that United Fire & Casualty had no duty to defend or indemnify after May 12, 2005. See Docket No. 42 (judgment of May 9, 2005). The case proceeded against Inlow.

In October 2005, the court allowed her counsel to withdraw because she had not communicated with them. United Fire & Casualty then filed its motion for summary judgment against Inlow, giving her the required notices for summary judgment against a pro se litigant.

Inlow has not responded to the motion, which is now ripe for summary disposition. The papers filed by United Fire & Casualty show beyond reasonable dispute that its coverage did not include disputes of this type, over the quality of workmanship. Accordingly, United Fire & Casualty's motion for summary judgment is hereby granted, and the court will enter a final judgment finding that United Fire & Casualty owes no duty of indemnification to the defendants in Inlow's suit against them.

So ordered.

Date: December 15, 2005

A handwritten signature in black ink, reading "David F. Hamilton". The signature is fluid and cursive, with the first name "David" and last name "Hamilton" clearly distinguishable.

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DAVID F. HAMILTON, JUDGE  
United States District Court  
Southern District of Indiana

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